



MONROE CITY COUNCIL

Agenda Bill No. 19-095

SUBJECT:	<i>Authorize Mayor to Sign Separation and Release Agreement</i>
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DATE:	DEPT:	CONTACT:	PRESENTER:	ITEM:
04/23/2019	Human Resources	Ben Warthan	Ben Warthan	Final Action #2

Discussion: 04/16/2019; 04/23/2019

Attachments: 1. Separation and Release Agreement

REQUESTED ACTION: Move to authorize the Mayor to sign the separation and release agreement with Jim Sherwood; and expressly authorize further minor revisions as deemed necessary or appropriate.

POLICY CONSIDERATIONS

The Council is responsible for the budget.

DESCRIPTION/BACKGROUND

The agreement with the City and Mr. Jim Sherwood has been reached regarding his request to fill the open Building Inspector position.

FISCAL IMPACTS

Salary difference of \$1,691 per month.

TIME CONSTRAINTS

As soon as possible, as position is currently vacant.

ALTERNATIVES

- 1) Not authorize separation agreement. Mr. Sherwood will remain as Building Official.

SEPERATION AND RELEASE AGREEMENT

WHEREAS, James Sherwood ("Mr. Sherwood") serves as a Building Official of the City of Monroe, Washington ("City"); and

WHEREAS, Mr. Sherwood has notified the City of his intention to retire on or before December 31, 2019; and

WHEREAS, the City and Mr. Sherwood have reached this agreement to provide for an orderly transition to a newly hired, trained and certified Building Official in a manner which preserves Mr. Sherwood's salary, benefits and retirement rights under the Public Employees Retirement System (PERS) as these rights are created by the statutory scheme. NOW, THEREFORE,

In consideration of the mutual benefits to be derived and the terms and conditions set forth herein, Mr. Sherwood, individually and on behalf of his marital community, and the City agree as follows:

1. Resignation. Mr. Sherwood hereby resigns his employment effective December 31, 2019 provided that nothing herein shall be interpreted to prohibit Mr. Sherwood from resigning earlier with a minimum of a two (2) weeks' written notice nor to prohibit the City from taking appropriate personnel action at its discretion.

1.1 Mr. Sherwood is an employee in good standing at the date of this resignation and is currently entitled to accrued benefits payable on severance pursuant to the employee manual.

1.2 Mr. Sherwood will assist in the transition of a newly hired Building Inspector to the duties and responsibilities of the Building Official of the City. Mr. Sherwood will remain entitled to his current salary of Eight Thousand Two Hundred Twenty-Two Dollars (\$8,222.00) per month until December 31, 2019, or such earlier separation date as shall occur by resignation or termination, regardless of his job title, duties of the applicable job description or his position.

1.3 This Agreement is intended to provide an orderly transition to a new Building Official as Mr. Sherwood approaches his voluntarily retirement date of December 31, 2019. The City may, at its discretion, revise Mr. Sherwood's job title to Building Inspector and assign him duties within the job description of either the Building Official or Building Inspector. Mr. Sherwood shall assist in the training of his successor and the orderly transition of roles.

2. Return of Property. Mr. Sherwood agrees to return any and all City documents, emails, and electronic recordings in any format and other City records, documents or materials which he may have in any location, whether in electronic or hard

copy and wherever the property is located, be it at Mr. Sherwood's home, work or any other location on or before his final date of employment.

3. Contacts from Future Employers. Human Resources is designated as the contact for reference for any future employer. Human Resources will provide Mr. Sherwood's dates of employment and the position and salary to which Mr. Sherwood was last entitled.

4. Public Document. This Agreement is a public document subject to release under the provisions of Chapter 42.56 RCW. Nothing herein shall be interpreted to prohibit or restrict either party from responding to any subpoena or information request made by an administrator or quasi-judicial or judicial entity with jurisdiction.

5. Mr. Sherwood's Waiver, Release, Indemnification and Hold Harmless. Mr. Sherwood hereby fully and forever releases, waives and discharges any and all claims, demands, rights, causes of action, and compensation of every kind and nature, including but not limited to any violation or breach of contract, promissory estoppel, defamation, violation of any public policy, claims for personal injuries, emotional or mental distress of any kind or nature, claims for compensation of any kind or nature, harassment, wrongful discharge or discrimination claims, whether under the federal Age Discrimination in Employment Act 29 USC § 626, the federal Civil Rights Act, the federal Equal Pay Act, the Americans With Disabilities Act, the Laws Against Discrimination of the State of Washington, the Washington Equal Pay Act, RCW 49.32.020 *et seq.* and any other federal, State or local laws or regulations that may be applicable, and whether at this time known or unknown, anticipated or unanticipated, direct or indirect, fixed or contingent, relating to or arising directly or indirectly out of any aspect of Mr. Sherwood's employment or termination of his employment with the City and all claims that Mr. Sherwood may have against the City, its employees, elected officials, officers, attorneys, agents and/or representatives (collectively hereinafter "Claims"). Mr. Sherwood further agrees to indemnify and defend the City and its employees, elected officials, officers, attorneys, agents and/or representatives and hold them harmless from Mr. Sherwood's claims, including claims by his spouse, marital community, successors, assigns and/or estate. The release, indemnification, defense and hold harmless set forth in this Paragraph does not apply to claims, demands, rights, causes of action and compensation arising after the effective date of Mr. Sherwood's signature below.

6. Age Discrimination in Employment Act (ADEA) Rights. Mr. Sherwood agrees that he has been advised to consult with an attorney and a tax advisor prior to executing this Agreement, and that, in fact, he has consulted with an attorney and a tax advisor of her choice as to the subject matter and effect of this Agreement. Mr. Sherwood agrees he has been provided the opportunity to consider for twenty-one (21) days whether to enter into the Agreement and has taken as much of this time as desired prior to signing the Agreement, and that he has knowingly and voluntarily chosen to enter the Agreement on this date. Mr. Sherwood understands that he may revoke the Agreement at any time during the period of seven (7) days following the execution of the Agreement. The Agreement shall become effective following expiration of this seven (7) day period. Mr. Sherwood acknowledges that he has carefully read and fully understands all aspects of the Agreement, that he has not relied upon any representations or statements not set

forth herein or made by the City of Monroe or its agents or representatives and that he enters into the Agreement freely and without duress of any kind or nature. Mr. Sherwood understands that the Agreement waives important legal rights, including those under the Age Discrimination in Employment Act.

7. Entire Agreement. This is the entire agreement between the parties. All prior understandings, written or oral, are deemed merged with its provisions. This Agreement shall not be amended except in writing with the express written consent of both parties hereto.

DATED this _____ day of _____, 2019.

CITY OF MONROE

By: _____
Geoffrey Thomas, Mayor

ATTEST:

By: _____
Elizabeth Adkisson, MMC, City Clerk

APPROVED AS TO FORM:

By: _____
W. Scott Snyder, Office of the City Attorney

EMPLOYEE

By: _____
James Sherwood

By: _____
[Spouse]

Receipt Acknowledged:

By: _____